

103395

AMENDMENT NO. 1
OIL, GAS AND MINERAL LEASE
WITH CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, on June 5, 2007 **Tarrant County, Texas**, a political subdivision of the State of Texas (the "**Lessor**"), executed and delivered unto **Chesapeake Exploration Limited Partnership**, the predecessor in interest to **Chesapeake Exploration L.L.C.**, ("**Chesapeake**") (the "**Lessee**"), an Oil, Gas and Mineral Lease (the "**Lease**") which is recorded in Document# D208251674 of the Official Records of Tarrant County, Texas, covering lands more specifically described herein below:

27.288 acres of land, more or less, being Lot 1-R, Block 1, of the Detention Center Complex, an Addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Cabinet A, Slide 3303 of the Plat Records of Tarrant County, Texas.

2.1618 acres of land, more or less, being Lot 1-R, Block 1, of the McElroy Industrial Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388-180, Page 31 of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain **29.44** acres of land, more or less.

WHEREAS, since the execution and delivery of the Lease, it has been discovered that a portion of said lease pertaining to pooling being the Retained Acreage Clause, provision 7B – Horizontal Wells, (2nd and 3rd sentences of the 1st paragraph) is inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

- (a) Said pooling provision currently reads as follows, to wit:

"The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes."

The above sentences are hereby deleted in their entirety and the following sentences are added in place of the above sentences (i.e. the Lease is hereby amended to read), to wit:

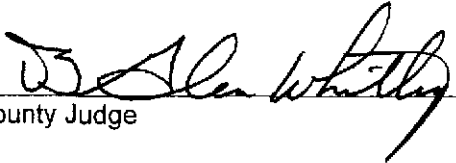
The creation of a unit by pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

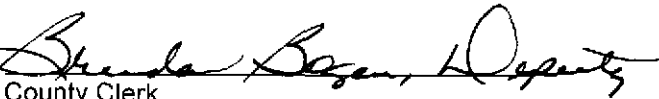
Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of the date such instrument is filed for recording in the office of the county clerk.

TARRANT COUNTY
STATE OF TEXAS

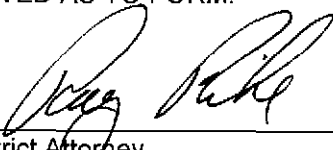
Lessors:

By: 
County Judge

ATTEST:

By: 
County Clerk



APPROVED AS TO FORM:

By: 
District Attorney

Lessee:

Chesapeake Exploration L.L.C.

**An Oklahoma limited liability company,
Successor by merger to Chesapeake
Exploration Limited Partnership**

By: 
Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel 

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACKNOWLEDGMENT

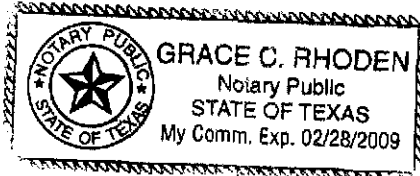
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

On this 8th day of July, 2008 before me, Grace C. Rhoden Notary Public in and for said County and State, personally appeared B. Glen Whitley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Grace C. Rhoden
Notary Public

My Commission Expires: 2-28-2009
My Commission Number: _____



ACKNOWLEDGMENT

STATE OF OKLAHOMA

§

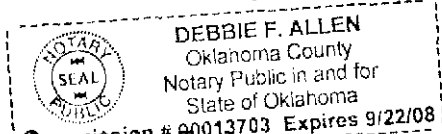
§

COUNTY OF OKLAHOMA

§

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of July, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, successor by merger to **Chesapeake Exploration Limited Partnership**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Debbie F. Allen

Notary Public

My Commission Expires: _____

My Commission Number: _____

AFTER RECORDING PLEASE RETURN TO:

Chesapeake Energy Corporation
Attn: Brenda Johnson, 6-313
P.O. Box 18496
Oklahoma City, OK 73154-0496



THE MITCHELL CO
307 WEST 7TH ST # 1550
DAVID ALLRED
FT WORTH TX 76102
Submitter: THE MITCHELL COMPANY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/22/2008 10:19 AM
Instrument #: D208284247
QPR 6 PGS \$32.00

By: _____



D208284247

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA